

# **PUBLIC OFFER**

Amir Capital Group OÜ Investment Company (registration number No 14698286) registered at Harju maakond, Tallinn, Lasnamäe linnaosa, Majaka tn 26, 11412, hereinafter referred to as the Company, offers an adult, capable Internet user (hereinafter referred to as the User) to use electronic resources and the Company's services on the terms and conditions set forth in this offer (hereinafter referred to as the Offer). The fulfillment of the specific actions specified in this Offer is a confirmation of your consent to conclude an Contract of instructions (hereinafter referred to as the Contract), in the manner and to the extent set forth in this Offer. The terms of the Order Contract, set out below in a public offer format, are addressed to investors - any individuals who have opened any available accounts on the Company's Internet site (website) at www.amir.capital, and who wish to perform cryptocurrency exchange operations on cryptocurrency exchanges (except stateless persons, individuals under the age of 18, legal entities and persons of a different legal form established in accordance with the law and located in the USA, Great Britain, Canada, Ireland, New Zealand, St. incent and the Grenadines, British Columbia, as well as citizens and tax residents of the UK, US, Saint Vincent and the Grenadines, New Zealand and British Columbia), who wish to enter into the Contract on the proposed conditions below. This Contract is concluded on the website www.amir.capital in electronic form. In order to conclude the Contract, the User must go through the registration procedure on the website www.amir.capital, read this text and express his agreement with the terms of the Agreement by checking the box in the column "I AM TO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE Contract". The indicated actions are considered an acceptance of the Offer offered by the Company (full and unconditional acceptance by the User of all the conditions of the Contract). Complete and unconditional the acceptance of this Offer is the implementation by any legal or natural person of the provision of their personal data in any form, as well as any other actions that make it possible to judge the acceptance of this Offer, including, but not limited to, the use of the resources of the Site, payment for the services of the Site and etc. From the moment of acceptance (acceptance) of this Offer in any way specified in it, the specified person becomes the other party to the Contract - the User. Acceptance of this Offer means that the User agrees with all its conditions, and is equivalent to the conclusion of the Contract on the conditions set forth in this Offer. If the User does not agree with the terms of this Contract, he is obliged to terminate the registration procedure on the site and not use electronic resources and services on the site www.amir.capital.

The order agreement is considered concluded and becomes effective from the moment the Investor receives access to the Personal Account in the manner prescribed by the Order agreement, which means the Investor unconditionally accepts all the conditions of this Offer, the Order Contract and its annexes without any exceptions or restrictions on the terms of accession. The Investor confirms that pressing the keys (setting (V) consent and choosing any options (including, but not limited to the following: acceptance of the terms of this Offer; execution of the Order Contract, acceptance of possible risks) entails automatic acceptance of the proposed conditions, including the adoption of this Offer.

This Offer and the Order Contract are open and public documents. The Company has the right to unilaterally make changes and / or additions to this Public Offer and the Contract of Instruction (including any annexes thereto) by publishing a new edition of these documents on the Internet site at www.amir.capital. Changes come into force from the moment of their publication, unless a different deadline for the entry into force of changes

defined in the text of the new edition of these documents. The company recommends that Users regularly check the terms of this Offer for changes and / or additions. Continued use of the Site by the User after making changes and / or additions to this Offer means acceptance and consent of the User with such changes and / or additions. This Offer is an official document and is published in the information and communication network Internet on the Company's website in the "Documents" section.





THIS DOCUMENT DOES NOT BEAR OF THE CHARACTER OF THE INVESTMENT ADVICE, DOESN'T MAKE A SALESY SELL OR SUBSCRIPTION REQUEST, AND ALSO DOES NOT IMPLY AN INVITATION FOR THE PURPOSE OF A SALE OR SUBSCRIPTION. USING ITS VIRTUAL ASSETS IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT (AS DESCRIBED BELOW), THE USER WILL BE ASSOCIATED WITH THIS PUBLIC OFFER AND OTHER TERMS, INCLUDED. THE USER UNDERSTANDS THAT NO INFORMATION OBTAINED BY THE COMPANY, ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES IS NOT AND CANNOT BE CONSIDERED AS AN ADVICE OR RECOMMENDATION FOR PERFORMING ANY TRANSACTIONS OR OTHER ACTIONS RELATED TO THEM. ATTENTION: IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT, DO NOT USE THIS SITE AND DO NOT REGISTER ON IT.

I have read and agree to the terms of the Public Offer.

#### CONTRACT OF ERRAND

Amir Capital Group OÜ (registration number 14698286),registered at: Estonia, Harjumaakond, Tallinn, Lasnamäelinnaosa, Majakatn26, 11412, hereinafter referred to as the "Attorney" and the Investor, who opened an Investor Account and set up a Personal Account on the Attorney's website at www.amir.capital, concluded a real Agreement as follows:

Terms and definitions used in the Contract:

Company (or Attorney) - Amir Capital Group OÜ.

The user (or Investor) is an adult, capable Internet user, any individual or legal entity that has accepted (accepted) the terms of this Contract in accordance with its Terms, has used the services of the Company's website by registering on it and posted its virtual assets (cryptocurrency) with the purpose of subsequent profit. Any reference in this Contract to the masculine gender also implies a reference to the feminine.

Parties to the Contract - the Company and the User.

The website is the Internet resource of the Company at http://www.amir.capital. The site is not an investment product, and therefore any notification, message, action, management decision by the Company should not be considered as an investment offer. Any mention of the Site in the media as a Fund or an Investment Project in no way affects the validity of the terms of this Contract and is solely a manifestation of the advertising activities of the Company.

Cryptocurrency (or virtual assets) is a digital decentralized asset in electronic form that uses cryptography to guarantee the immutability of the chain of blocks of the transaction database.

Cryptocurrency wallet is an Internet service that allows you to store cryptocurrency and carry out operations using it, a functional element of the system that acts as the main connecting mechanism for the transfer of virtual assets between the Parties.

Cryptocurrency (virtual assets) of the Investor - cryptocurrencies transferred

Attorney for the execution of this Contract, as well as cryptocurrency,

acquired by the Attorney during the term of this Contract and in connection with its execution.





Cryptocurrency exchange - an electronic trading platform for the exchange of various cryptocurrencies for each other.

Personal account - a certain closed area of the Site, a personal page that displays data about the User and his legally significant actions on the Site, as well as other information necessary for using the services and fulfilling agreements with the Company, through which the User can independently replenish his or her account at any convenient time Investor's account, determine the conditions for the execution of this Agreement, get acquainted with the information and messages of the Company, draw up. necessary documents for the execution of the Contract (including an application for receiving cryptocurrency), containing other information on the progress of the execution of the Contract and the exchange of documents and information by the Parties.

Account - a set of data about the User necessary for his identification (authentication) and providing access to the services and electronic resources of the Company on the Site.

Investor's account is a unique personalized register of operations in the Investor's Personal Account, designed to carry out operations with cryptocurrency and control them.

Partners of the Company are third parties indicated on the Site in the "Partners" section.

Other terms and definitions not mentioned above may be used in this Contract. In this case, the interpretation of such a term is made in accordance with the text of the Contract. In the absence of an unambiguous interpretation of the term or definition in the text of the Contract and other documents constituting the Contract, one should be guided by its interpretation defined: first of all, by the legislation of the Republic of Estonia and European legislation, and subsequently by the customs of international business circulation and business customs.

### 1. THE SUBJECT OF THE CONTRACT

- 1.1. This Contract governs the procedure and conditions for the use of electronic resources and services of the Company, the procedure and conditions for registering the User on the Site.
  Under this Contract, the Attorney undertakes on behalf and at the expense of the Investor (of the principal) in good faith and on the basis of the partnership, make transactions with the Investor's cryptocurrency for exchanging on cryptocurrency exchanges for other cryptocurrencies in order to ensure maximum profitability from transactions.
- 1.2. Under this Contract, the User receives, and the Company undertakes to provide the right to use the Personal Account on the Site.
- 1.3. The purpose of the conclusion of this Contract is to increase profitability / receipt profit from exchange transactions with the investor's cryptocurrency.
- 1.4. The investor can conclude and execute only one valid Contract with the Attorney and have only one valid Personal Account.





# 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. Rights and obligations of operations performed by the Attorney arise directly with the Investor.
- 2.2. The transfer of authority to perform transactions on behalf of the Investor is carried out by Transferring the corresponding amount of the Investor's cryptocurrency to the cryptocurrency wallet opened in the Personal Account. Considering the nature of the order and the environment in which the Attorney acts, execution of a power of attorney to perform these actions is not required.
- 2.3. The conclusion of this Contract does not imply a daily oral or written additional report of the Attorney to the Investor on the situation on the cryptocurrency market, as well as analytical consultations.
- 2.4. For the purposes of the execution of this Contract, the Investor undertakes regularly independently monitor the current status of your accounts in your personal account.

### 3. CALCULATIONS BETWEEN THE PARTIES

- 3.1. Information on profitability from exchange transactions with the investor's cryptocurrency are formed by the Attorney: in accordance with the conditions, regime and rules of existing accounts and products. The terms of accounts are published on the official website of the Company www.amir.capital. This information is available to the Investor around the clock and at any time for review in the Personal Account and social networks of the Company.
- 3.2. The beginning of the execution by the Attorney of the order under this Contract shall be considered the day following the day of receipt of the Investor's cryptocurrency in his cryptocurrency wallet, opened in the Personal Account.
- 3.4. The accrual of income to the User occurs in accordance with the Rules of Procedure of the Company, which is an integral part of this Contract (Appendix No. 2 to this Contract).

# 4. REGULATIONS FOR CREATING PERSONAL ACCOUNT AND USING IT

- 4.1. In order to use the services of the Company on the Site, the User:
- 4.1.1. passes the registration procedure, as a result of which a unique account and Personal Account will be created for the User;
- 4.1.2. transfer cryptocurrency to the Company in accordance with the selected account or product;
- 4.2. For registration, the User undertakes to provide reliable and complete information about himself on the issues proposed in the registration form, and to keep this information up to date. If the User provides incorrect information or the Company has reason to believe that the information provided by the User is incomplete or false, the Company has the right, at its discretion, to block or delete the User's account and refuse the User to perform its services.





- 4.3. The Company reserves the right at any time to require the User to confirm the data specified during registration, and to request in this regard supporting documents (in particular, identification documents), failure to provide which, at the Company's discretion, may be equated to providing false information and entail the consequences provided for in clause 4.2. actual agreement. If the User's data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not allow identification of the user, the Company has the right to refuse the User access to the account and use of services and Company services.
- 4.4. When registering, the User independently chooses his login (a unique symbolic name for the User's account) and password for accessing the account. The company has the right to prohibit the use of certain logins, as well as establish requirements for the login and password (length, valid characters, etc.).
- 4.5. After registering the account, the User is assigned an individual User ID number.
- 4.6. User ID number, username and password, user account information can be used:
- 4.6.1. to identify the User on the Site;
- 4.6.2. to receive the services of the Company;
- 4.6.3. to conclude agreements on the Site;
- 4.6.4. to use the services of the Company;
- 4.6.5. to identify the User on the websites of the Partners of the Company;
- 4.6.6. to receive the services of the Company Partners;
- 4.6.7. to conclude agreements with Partners of the Company;
- 4.6.8. for using the services of the Company Partners.
- 4.7. For the purposes specified in clause 4.6. of this Contract, the User agrees to the transfer to the Company Partners of their data specified during registration on the Site, as well as the User ID number.
- 4.8. The user is solely responsible for the security of the means chosen by him for access to the account and the Personal Account, and also independently ensures their confidentiality. The User is solely responsible for all actions, as well as their consequences, within or using the services of the Company, Personal Account under the User's account, including cases of voluntary transfer by the User of data for access to the User's account to third parties under any conditions (including contracts or agreements), carries the risk of adverse consequences of non-compliance with this obligation, as well as theft, loss and the like. The Investor is obligated to immediately notify the Attorney of a violation of the confidentiality of the above information and to require the Investor's account to be blocked until the replacement of the corresponding identifying information. Moreover, all actions performed by the User in the User's Personal Account using the User's account are considered to be performed by the User.
- 4.9. The User is obliged to immediately notify the Company by contacting the technical support service via the Personal Account interface of any case of unauthorized (not authorized by the User) access to his account and Personal Account and / or any violation (suspicion of violation) of the confidentiality of his account access means and personal account. For security purposes, the User is obliged to independently carry out safe

completion of work under your account ("Exit" button) at the end of each work session on the Site. The Company is not responsible for the possible loss or damage of data, as well as other consequences of any nature that may occur due to violation by the User of the provisions of this part of the Contract.





- 4.10. The User is not entitled to reproduce, repeat and copy, sell and resell any parts of the Personal Account (including content accessible to the User through this service), or access to them, except when the User has received such permission from the Company, or when it is directly provided by any agreement with the Company.
- 4.11. The user does not have the right to modify, edit or otherwise reorganize the Personal Account, as well as provide the right to use it to other persons.
- 4.12. The Company has the right to block or delete the account and the User's Personal Account, as well as to prohibit access to the services and services of the Partners of the Company using the data of the User's account in the following cases:
- 4.12.1. violation by the User of the terms of this Contract, as well as the terms of other agreements with the Company.
- 4.12.2. account blocking or deletion is expressly provided for in any agreement with the Company or Company Partners.
- 4.12.3. The Company reserves the right, at its sole discretion, to limit the User's access to the Site and related services or any part thereof, at any time, without prior notice, in particular, due to legal grounds aimed at combating terrorism, money laundering or in accordance with other applicable rules.
- 4.12.4. based on the will of the User to delete or block the Personal Account and account;
- 4.12.5. if the User does not use the Personal Account for more than one year.
- 4.13. If the User's account and the Personal account are blocked or deleted on the grounds the cryptocurrency listed in clauses 4.12.1., 4.12.2., 4.12.3., The remuneration transferred to the Attorney shall be returned to the User without calculating the investment remuneration.
- 14. In case of justified necessity, the Company has the right to establish restrictions on the use of the Personal Account and other services for all Users, or for certain categories of Users (depending on the location of the User, the language in which the service is provided, etc.);
- 4.15. The Company has the right, using the Personal Account, to send to Users informational messages. The user also agrees to receive advertising messages.
- 4.16. In order to improve the quality of services, the Company has the right to collect opinions and feedback from Users on various issues by sending an information message the next time the User visits the Site. The collected opinions and reviews can be used to generate statistical data that can be used by the Company. Reviews left by the User using his account can also be published by the Company on the Internet.

### 5. RISKS AND RESPONSIBILITY OF PARTIES

5.1. The parties guarantee that on the day of signing this Contract they have no signs of insolvency, bankruptcy, they have not filed any claims and claims that impede the conclusion of this Contract and (or) violate the rights of third parties.





5.2. The parties are aware that the risks of financial losses from operations on the cryptocurrency market can be significant. The investor, deciding on the transfer of authority to perform operations to the Attorney and transferring the cryptocurrency necessary for the execution of the Contract, assumes all possible risks associated with the investment decisions of the Attorney, including the risks of possible financial losses (losses). By signing this Contract, the investor is aware and agrees with the potential risks associated with the execution of this Contract (Appendix No. 1 to the Agreement), realizes that the nature of the execution of the Contractis of a high-risk nature, and the operation of cryptocurrency exchanges is largely speculative. The investor confirms that it bears full responsibility for possible financial losses (losses) in connection with the execution of this Contract.

5.3. The parties to this Contract agree that the liability of the Company it is limited to maintaining the correct functioning of the services and services on the Site, as well as the distribution of the corresponding income on the conditions provided for by this Contract.

- 5.4. The Company will not be liable for any loss, cost or damage incurred by the User as a result of direct or indirect action of the following circumstances, the list of which is not exhaustive:
- 5.4.1. inability to use the Site as a result of any error, failure, malfunction of the Site, any technical malfunctions, system malfunction and system malfunction, communication lines malfunction, hardware or software malfunction or malfunction, system access problems, performance problems systems, congestion of Internet traffic, breaking into security systems and unauthorized access and other similar computer problems and malfunctions;
- 5.4.2. the costs of acquiring replacement goods or services that were required in connection with losses incurred as a result of power failures, maintenance, defects, system failures or other interruptions;
- 5.4.3. any virtual assets, costs or obligations undertaken by the User in connection with this Agreement;
- 5.4.4. any unauthorized access, alteration or deletion, destruction, damage, loss or refusal to store any data, including records, private key or other credentials;
- 5.4.5. failure by the Company to fulfill its obligations under this Contract as a result of force majeure circumstances or for other reasons that the Company cannot control;
- 5.4.6. actions, omissions or negligence of a third party.
- 5.4.7. the receipt of any user credentials by any person before

The user informs the Company about the misuse of his credentials;

- 5.4.8. unauthorized access of third parties to information, including electronic addresses, electronic messages, personal data and credentials when they are sent between the Parties or any other party, using the Internet or other network communications, mail, phone or other electronic means.
- 5.4.9. any risks listed in the Risk Disclosure document.
- 5.4.10. any actions or omissions (including negligence or

fraud) of the User and / or his authorized representative;

5.4.11. all applications submitted in the Personal Account through the user credentials





- 5.4.12. the content, correctness, accuracy and completeness of any messages transmitted using the Personal Account.
- 5.5. Any information and / or materials (including downloaded software, letters, any instructions and manuals, etc.) that the User accesses using his account, Personal Account and other services of the Company, the User can use at its own risk and peril, it is solely responsible for the possible consequences of using the specified information and / or materials, including for damage that this may cause to third parties.
- 5.6. All services and services posted on the Site are provided "as is". The Company does not accept responsibility for the compliance of services with the goals of the User.
- 5.7. The Company is not liable for any types of losses resulting from the use by the User of the Site, account, Personal Account.

# 6. REPRESENTATIONS AND WARRANTIES

- 6.1. By transferring virtual assets to the Attorney, the User certifies the Company and guarantees the Company the following:
- 6.1.1. The user has reached the age of 18 years, or he has reached the age of consent to participate in financial investment activities established by the laws of the country to whose jurisdiction he is fully legally and legally capable, voluntarily and knowingly concludes this Contract.
- 6.1.2. The user does not suffer from mental disorders, is able to make decisions and be responsible for his actions.
- 6.1.3. The user has read and accepted the terms of this Contract, they are completely understandable to him, and he has the necessary powers to conclude it, return applications and fulfill obligations under the Contract.
- 6.1.4. All actions under this Contract do not violate laws or regulations, acting in relation to the User or the country of which he is a citizen, of any agreement, the conditions that the User may be bound by, or the conditions that affect the virtual assets or funds of the User.
- 6.1.5. With regard to virtual assets and cryptocurrency platforms on which operations will be carried out, there are no restrictions related to the citizenship or religion of the User.
- 6.1.6. The user has received sufficient information about the Company to make an informed decision on the transfer of his virtual assets to the Attorney.
- 6.1.7. The user as an individual has completed the registration form for opening your personal account and transferring your virtual assets solely for the purpose of accessing and using the services of the Company to generate revenue, as well as for the correct functioning of the Site (supporting the development, testing, deployment and operation of the Site), being aware of the commercial risks associated with the Company and the Site.





- 6.1.8. The information provided to the Company by the User in the registration form for opening the Personal Account and provided subsequently is true, accurate and complete, and the documents sent to the Company are authentic and valid.
- 6.1.9. The User's virtual assets transferred to the Attorney are obtained legally, neither directly nor indirectly relate to income derived from illegal activities, and are not used in the present and will not be used in the future to finance terrorist activities, legalization (laundering) of income obtained by criminal means.
- 6.1.10. The user acts as a principal, and not as an agent, representative, trustee or custodian depository from someone else's. The user can act on behalf of another person if there is a special written consent of the Company and subject to the provision of all necessary documents for the company. If the User transfers virtual assets on behalf of another person, the User has the right to accept this Contract on behalf of such a person and such person will be liable for violation of the provisions of this Contract by the User or any other employee or agent of such person.
- 6.1.11. Exchange and transfer by the User of their virtual assets are not contrary to applicable law and jurisdiction

Of the User, including but not limited to: legal capacity and any other applicable legal requirements in the User's jurisdiction to use the Site, any currency or regulatory restrictions applicable to such an exchange, and any government or other permissions that may be required to be obtained.

6.1.12. The User has a sufficient understanding of the functions, use, storage, transfer mechanisms and other material characteristics of virtual assets built on technology of distributed networks, storage mechanisms

crypto coins (wallets), blockchain technology and software systems based on a flowchart in order to understand the terms of this Contract and assess risks.

6.1.13. The User guarantees that he is the ultimate beneficiary under this Contract and will comply with any applicable tax obligations in his jurisdiction related to the receipt of income. In the event that by a court decision or

of the tax authority, the Company will be obligated to fulfill tax obligations for the User, the Company reserves the right to recover from the User

appropriate amounts and claim damages and compensation for expenses.

- 6.1.14. The User agrees to use his IP or Site only in the interests of his Personal Account and not on behalf of any other person.
- 6.1.15. The User is not: a citizen or resident of a geographical area in which access to the Site or its use is prohibited by applicable law, regulation, contract or administrative act; a citizen or resident of a geographical area subject to sanctions or embargo of any sovereign country, or an individual employed or associated with a legal entity, which is indicated in any lists of persons or organizations deprived of access to them, specially designated citizens or blocked persons, or is listed in lists of distant parties. The User agrees that if his country of residence or other circumstances change so that the above representations are applicable to the User, he will immediately stop using the Site. If the User is registered to use the Site on behalf of a legal entity, the User also confirms and guarantees that such a legal entity is properly organized and really exists in accordance with the applicable laws of the jurisdiction of its organization, and the User is duly authorized by such legal entity to act on his behalf name.





- 6.1.16. The site is not offered for use to individuals and legal entities who are respectively citizens / residents or are registered in the United States of America, Great Britain, New Zealand, Saint Vincent and the Grenadines, the provinces of British Columbia, Cuba, Iran, Syria, the Democratic People's Republic of Korea, Algeria, Ecuador, Indonesia, Myanmar. The company does not work with users from these countries. Individuals and legal entities with a place of residence or a place of registration in these limited areas should not use the Site none of the services offered by the Site are offered in limited area.
- 6.1.17. The Company, at its discretion, decides what reasonable organizational and technical measures to take to ensure that the Site is not accessible to persons from clause 6.1.16. (up to blocking the IP addresses of the respective Users). The company is not responsible for any legal or material consequences arising from such use. Any person who meets the criteria in clause 6.1.16. Must immediately cease must immediately stop using the Site and leave it. Also, persons using the Site, despite the prohibition, undertake to reimburse and protect the Company from any legal or material consequences related to their violation of the conditions described in this clause 6.1.17 upon request.
- 6.1.18. The user is not a public political person and is in no way connected (for example, through family or business relations) with a person who has held or held a high public office in the past twelve months. If the foregoing does not correspond to reality or if the User has not indicated this information in the registration form for opening the Personal Account, he undertakes to immediately notify the Company about this, as well as inform the Company at any stage of the execution of the Contract on the acquisition of the status of a public political person.
- 6.1.19. The User understands and acknowledges the risk of losing their virtual assets as a result of any of the risks specified in the Risk Disclosure Statement on the Site (Appendix No. 1 to this Contract).
- 6.1.20. The User agrees that in the process of providing the Services by the Attorney under the Contract, his balance of virtual assets on the Investor's Account may decrease due to the depreciation of cryptocurrencies.
- 6.1.21. The User confirms that he has regular access to the Internet, and agrees to the provision by the Company of information, including information on changes in the terms of the Contract, costs, fees, Company policies and data on the nature and risks of investments, etc., by posting such information on the Site and / or email, and / or social networks.

### 7. Confidentiality

- 7.1. The relationship between the User and the Company under this Contract is subject to the Privacy Policy of the Company, posted on the Website at: https://amir.capital/docs.
- 7.2. The parties undertake not to transfer to third parties, except for the employees of the Attorney, who are responsible for performing operations on the cryptocurrency exchange any documents or information directly or indirectly associated with this Contract, as well as provide information on joint activities under this Contract.
- 7.3. The mutual prohibition of the disclosure of information remains after the termination of the Contract for 3 years after the expiration of its validity and can only be lifted by agreement of the Parties.





7.4. Confidential information does not include information that is classified by the current legislation as open and the disclosure of which is entrusted to one of the Parties.

#### 8. PROCESSING PERSONAL DATA

8.1. The relationship between the User and the Company under this Contract in the field of collection, storage and processing of personal data is subject to the Privacy Policy of the Company, posted on the Website at:

https://amir.capital/docs.

- 8.2. Regarding Users, the Company uses the KYC / AML (Know Your Customer / Anti-MoneyLaunderingPolicy) Policy, which is based on a comprehensive legal assessment and includes, but is not limited to, procedures such as collecting and analyzing basic identification information about the User; matching Users with lists of interested parties, such as Politically Exposed Persons; determination of the risk level of the User in the context of a tendency to legalize income, financial terrorism; formation of expectations regarding the transactions of Users, as well as control of transactions for conflicts with such behavior.
- 8.3. The company has the right to require the User to provide certified copies of documents confirming his identity and address of his current residence, other personal data. Personal data is any information relating directly or indirectly to the User, including, but not excluding the last name, first name, patronymic, date and place of birth, passport data, status. If personal data is not provided at the request of the Company, the Company has the right to unilaterally terminate this Contract or block the Investor's Account until the User eliminates this violation.
- 8.4. In the event that the Company transfers its personal data to the Company, the User agrees to their processing and storage by the Company. Under the processing of personal data in this paragraph, the parties understand the totality of actions (operations) performed using automation tools or without using such tools with personal data, including collecting, recording, systematizing, accumulating, storing, clarifying (updating, changing), extracting, using, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.
- 8.5. In case of changes in the information provided to the Company under this Contract, including personal data, payment details, civil status, the User is obliged to notify the Company within 3 (three) days from the moment of their change by the method specified in the Contract.
- 8.6. The user is notified and agrees that his personal data can be transferred to law enforcement bodies, state bodies, courts and officials upon request, subject to the laws of the country in whose jurisdiction these law enforcement bodies, state bodies, courts and officials are located.

### 9. RECOMMENDATIONS

9.1. The parties agree that the User has the right to receive affiliate rewards from the income of the Company received from investing funds attracted by the user of new customers / users. Detailed rules for calculating affiliate rewards are described in the Affiliate Program posted on the Website in the SunriseProgram section.





- 9.2. The User confirms that in cases where the User is represented by a Company by a third party, for example, a business recommender, partner or affiliate (hereinafter referred to as the "Recommender"), the Company is not responsible for the actions, statements or accuracy, completeness or correctness of the content of any advertising marketing materials provided by the Recommender or any other third party, even if they are provided on behalf of the Company or if such visibility is created, and also that the Company is not bound you under any separate agreements concluded between the User and the Recommender.
- 9.3. The User agrees and confirms that his agreements or relations with the Recommender may lead to additional costs, since the Company may have obligations to the Recommender to pay him a commission.

# 10. EXCLUSIVE RIGHTS TO CONTENT

- 10.1. The name and trademark of the Company may not be copied or used in whole or in part without the written consent of the Company. Other names and trademarks that appear on the website www.amir.capital are also the property of the Company or the Partners of the Company, and their written consent is required before using them.
- 10.2. All objects accessible with the help of the Company's services, including design elements, text, graphic images, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of services), as well as any content posted on the services of the Company, are the objects of exclusive rights of the Company and other copyright holders.
- 10.3. The use of content, as well as any other elements of the Personal Account and services, is possible only within the framework of agreements concluded with the Company, Company Partners or third parties. No elements of the content of the Personal Account and other services of the Company, as well as any content posted in the Personal Account and other services of the Company, can be used in any other way without prior permission of the copyright holder. By use are meant, including: reproduction, copying, processing, distribution on any basis, display in a frame, etc. The exception is cases expressly provided for by the terms of agreements with the Company, Partners of the Company, and third parties.

#### 11. SITES AND CONTENT OF THIRD PARTIES AND PARTNERS OF THE COMPANY

- 11.1. The site www.amir.capital, the Personal Account and other services of the Company may contain links to other sites on the Internet (third-party sites, sites of the Company's Partners). The content of third parties and Partners of the Company is not checked by the Company for compliance with certain requirements (reliability, completeness, legality, etc.). The Company is not responsible for any information, materials posted on the websites of third parties and Partners of the Company, to which the User accesses using the services, account and Personal Account, including any opinions or statements expressed on the websites of third parties or Company partners, advertising, etc., as well as for the availability of such sites or content and the consequences of their use by the User.
- 11.2. A link (in any form) to any site, product, service, any information of a commercial or non-commercial nature posted on the Site does not constitute an endorsement or recommendation of these products (services, activities) by the Company, unless expressly indicated on the resources of the Company.





# 12. FORCE MAJEURE

- 12.1. None of the parties will be deemed to have violated this Contract and shall not be liable for a delay in performance or failure to fulfill any of its obligations under this Contract if such a delay in performance or non-performance is caused by events, circumstances or reasons beyond the control of the parties ( "Force Majeure"). In such circumstances, the deadlines are extended for a period equal to the period for which the fulfillment of obligations was delayed or during which the obligations did not performed. If the period of delay in performance or non-performance of obligations lasts more than 2 months, either of the Parties may terminate this Contract by sending a written notice to the injured party 10 working days in advance.
- 12.2. The company, having sufficient grounds for this, can determine the boundaries of the occurrence of force majeure circumstances (force majeure circumstances) and state their occurrence. In the event of force majeure circumstances, the Company will take appropriate steps to inform the User about the occurrence of such circumstances and the measures taken by it to fulfill all the conditions stipulated by this Contract in the manner specified in this Contract.
- 12.3. The category of force majeure circumstances includes circumstances that can significantly affect the value of virtual assets and / or the functioning of financial markets, including, but not limited to the following events:
- 12.3.1. actions of governments, changes in legislation, the outbreak of war or hostilities, the threat of a outbreak of war, a terrorist act, a state of emergency, an uprising, civil unrest, sabotage, requisition or other disaster of an international scale, an economic or political crisis that, in the Company's opinion, is preventing maintaining an organized market for cryptocurrency assets traded by the Company;
- 12.3.2. natural disaster, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster or technological disaster that impedes the provision of services by the Company. 12.3.3. labor disputes and lockouts affecting the work of the Company.
- 12.3.4. changing the rules of the markets, suspension of trade on the market or liquidation or closure of the market, the termination of the existence of financial instruments, the establishment of minimum or maximum prices for trading in the market, which are associated with the price offers of the Company, significant price movements; defaults, the introduction of restrictions or special or atypical terms of trading on the market or a legal prohibition on the activities of any of the parties (except in cases where such a ban is due to the actions of the Company itself); decisions of state authorities, governing bodies of self-regulatory decisions of governing bodies of organized trading platforms.
- 12.3.5. competent financial services moratorium
- regulatory bodies, or other actions and rules of any regulatory,
- governmental, supervisory or supranational bodies or institutions.
- 12.3.6. failure, breakdown or malfunction of communication lines (not for a reason
- dishonesty of the Company or their intentional incapacitation by it), hacker attacks;
- 12.3.7. any event, action or circumstance that cannot be reasonably controlled by the Company and leads to such consequences that the Company is not able to take the necessary measures to eliminate malfunctions.





- 12.3.8. excessive fluctuations in prices in the market as a whole or for any transaction and / or underlying asset or the expectation by the Company (acting prudently) of such fluctuations.
- 12.3.9. non-performance for any reason by any relevant supplier,

financial institution, intermediary broker, liquidity provider, agent or principal of the Company, custodian depository, subdepository,

exchange, clearing house or regulatory or self-regulatory body of its obligations.

12.3.10. and other events that, in the opinion of the Company, have significant

the impact of the financial instruments and the functioning of financial markets (including cryptocurrency) in general, as well as on the activities of the Company.

12.4. The Party for which failure to perform, improper performance of obligations and / or relevant actions under this Contract were

caused by force majeure circumstances, must communicate such circumstances to the other party via the Personal Account or e-mail legal@amir.capital, support@amir.capital within 5 (five) calendar days from the date of their beginning with the application of evidence of force majeure circumstances.

- 12.5. A party that does not notify the other party of the occurrence of force majeure circumstances within the period established by this Contract shall not be entitled to refer to them as a circumstance that excludes liability.
- 12.6. This Contract (including acceptance of its terms by the User), its terms and use of the Site will be governed by and construed in accordance with the substantive law of the current legislation of the Republic of Estonia and the applicable legislation of the European Union.

#### 13. DISPUTE RESOLUTION

- 13.1 In order to speedily consider and resolve any dispute, before submitting such a dispute to the courts for consideration and resolution, each of the parties undertakes to make reasonable efforts to resolve the dispute by negotiating between the Parties within a reasonable time, but not more than 30 (thirty) calendar days from the moment when one Party first received from the other Party a notification of the relevant dispute or claim relating to such a dispute.
- 13.2. In the event of a situation not expressly provided for by this Contract, the Parties will make every effort to resolve the issue, guided by the principles of good faith and justice, by taking such measures that are consistent with the practice prevailing in the market and business practices of a respectable business.
- 13.3. Each Party shall notify the other Party in writing of any dispute within thirty (30) calendar days from the date of its occurrence, so that the Parties can make a good faith decision to resolve the dispute through negotiations. Notification of the Company's dispute shall be sent by e-mail to the Company at legal@amir.capital, first of all, it should be addressed to the Company. The notification should include the User's name, mailing address, email address and telephone number, a description in reasonable details of the nature or basis of the dispute, and the specific support requested by the User.





13.4. The claim procedure for resolving disputes is mandatory. Term

claim review –21 (twenty one) calendar days. If there are claims, these claims are sent by the parties to each other using the Personal Account or the parties' e-mail. In this case, the claim should not contain:

- a) an emotional assessment of the controversial situation,
- b) offensive language
- c) profanity,
- d) threats.

The company has established internal procedures to ensure an impartial and quick review of a claim that arises and has the right not to consider and reject a claim if the conditions specified in this clause are not complied with.

13.5. If the Parties cannot agree on how to resolve the dispute within thirty (30) calendar days from the date of receipt of the respective claim by the Party, then either of the parties may, depending on the situation and in accordance with this section, initiate arbitration proceedings.

13.6. Any disputes and / or disagreements arising from or in connection with this Contract are subject to final settlement in a permanent

the current International Arbitration of the Eurasian Economic Space in accordance with its current Rules, which is incorporated into this Contract by reference: http://euroarbitration.org/reglament. Place of arbitration: in the city of Almaty, in the main court of arbitration of the specified Arbitration. The parties, in agreement with the Chairperson of the Arbitration, may conduct arbitration proceedings in another place on the territory of the Republic of Kazakhstan and beyond. The language of the arbitration proceedings is the Russian language.

tor from each of the disputing parties, and if an even number of arbitrators is formed, the Arbitration, by its definition, introduces a new (odd arbitrator) into the arbitration and appoints it the Chairperson; and in the event of the formation of an odd number of arbitrators - 1 each from the disputing parties - the Arbitration Court has the right to introduce 2 new arbitrators, one of them being determined by the Chair. The composition of the arbitration is approved by the Definition of the Arbitration.

13.8. By accepting this Contract, the User unconditionally agrees and submits to the exclusive jurisdiction of such arbitration in relation to any claim, action or litigation arising from these conditions, as well as regress claims arising from legal relations under this document to participants in legal relations related to this arbitration clause. In accordance with these conditions, the User either acknowledges and agrees that he has read and understood the above Arbitration Rules, or has refused the opportunity read and agree to the rules and the Rules of this arbitration and any allegations that these rules and the Rules are unfair or should not be applied for any reason.

# 14. APPLICABLE LAW

4.1. This Contract is concluded by the Parties in electronic form by familiarizing the User with the text of this Contract, completing the registration procedure on the Site and expressing consent to the terms of the Contract by checking the box in the column "I AGREED AND ACCEPTED THE TERMS OF THE AGREEMENT". The indicated actions will be considered as confirmation of affixing by the Parties of signatures on the Contract and acceptance of its conditions. Contract shall enter into force from the moment of its acceptance by the User in accordance with its conditions and is valid for an indefinite period of time until it is terminated or terminated in accordance with its terms.





- 14.2. The Company has the right to unilaterally make changes or additions to this Contract from time to time (including without limitation of the Appendix), which will be notified to the User in advance by posting the relevant changes and additions on the Website and / or Personal Account or by e-mail. At the same time, the Company may amend the terms of the Agreement for any of the following reasons (including, but not limited to the following):
- 14.2.1. if the Company believes that such a change will make the terms of the Contract more understandable and complete, or such a change will not entail adverse consequences for the User.
- 14.2.2. to enable the Company to make the necessary changes to the services provided to the User as a result of changes in the banking, investment or financial system, technologies, systems or platforms used by the Company to conduct business or provide services to the User under this Contract;
- 14.2.3. if the Company reveals the non-compliance of any clause of the Contract with applicable regulations. In this case, the Company does not take this condition into account and considers it to be in accordance with applicable regulations and agrees to amend the Contract so that it complies with applicable regulations.
- 14.3. If, after changing this Contract, the User continues to use the services of the Company or to execute this Contract, it shall be considered that the User has accepted all the amendments to the Contract.
- 14.4. The Company is entitled at any time during the term of this Contract to unilaterally suspend the execution of any operations under the Contract, which is immediately notified to the User in electronic or written form.
- 14.5. If the User does not agree with the amendments or additions made, he is entitled to terminate this Contract by sending the notice of termination to the Company. Upon termination of this Contract, the User has the right to withdraw his assets not earlier than the deadline for the end of the current reporting period. In this case, the User must fully offset the Parties.
- 14.6. This Contract may be terminated at the initiative of either of the Parties by sending a preliminary written notice to the other Party no later than 10 (ten) business days prior to the termination date and subject to full settlement between the Parties.
- 14.7. The Company is also entitled at any time for any reason or without it to unilaterally terminate this Contract, of which the Company immediately notifies the User through the Personal cabinet and / or email. In this case, all virtual assets of the User held by the Attorney, subject to full offset between the Parties, are transferred by the Company to the User's cryptocurrency wallet no earlier than the deadline for the end of the current reporting period.
- 14.8. After sending notice of termination of the Contract and before the date of termination:
- 14.8.1. The Company has the right to deprive the User of access to the Personal Account or restrict the User in using the functionality of the Personal Account.
- 14.8.2. The company has the right to refuse the user to accept new applications.





- 14.8.3. The Company has the right to refuse the User to withdraw virtual assets from the Investor's Account (transferring assets to the User's cryptocurrency wallet) until the settlement of mutual settlements between the parties. The Company reserves the right to use (withhold by mutual settlement) the virtual assets of the User (all or some reasonable part), and the User does not object to this to fulfill the payment obligations of the User under the Agreement.
- 14.9. Upon termination of the Contract, all amounts due to the Company from Users must be paid promptly, including (but not limited to) unpaid costs and other amounts due to the Company, any fees and additional costs already incurred or which the Company will incur in the future in connection with the termination of the Contract.
- 14.10. Termination of the Contract by any Party does not affect the obligations already assumed by any Party or any legal rights and obligations that may have already arisen under the Contract, or the operations carried out under it.
- 14.11. As part of the execution of this Contract, electronic document management will be used, which will be carried out through the exchange of information via e-mail, My Account or on the Site. All notifications, notifications, as well as agreements concluded under this Contract and / or related to its execution, are carried out and are considered proper if they are made through the exchange of messages through the Personal Account and / or email to the following email addresses:
- -for the Investor: to the email address provided by him when registering the Personal Account;
- For the Attorney: support@amir.capital

The date of receipt of the corresponding electronic message is the date of its sending by the other Party. Responsibility for receiving messages and notifications in the aforementioned manner lies with the receiving Party, unless the failure to receive the message is caused by a malfunction of communication systems outside the control of such a Party, actions (inaction) of Internet providers or force majeure.

- 14.12. For the purposes of fulfilling this Contract, the Investor submits to the Attorney consent to the provision, distribution, processing of any personal data (including surname, name, patronymic, data of an identity document, address, mac addresses and location information, any other information directly or indirectly related to their representatives under the Contract, available to the other party) in full for purposes related to the execution of this Contract for the entire period of its actions.
- 14.13. The parties undertake to immediately notify each other of a change in the addresses and details of cryptocurrency wallets, a change in the executive body, and other information relevant to the execution of this Contract. Failure by a Party to fulfill this clause deprives it of the right to invoke failure by the other Party to adequately fulfill its associated obligations.
- 14.14. If any one or more of the provisions of this Contract for any reason will be deemed invalid, illegal or unsecured by a legal sanction in any jurisdiction, such invalidity, illegality or lack of legal sanction will not affect the validity, legality or enforceability of any other provisions of the Contract in such jurisdiction, as well as the validity, legality or enforceability of such a provision in any other jurisdiction ictions.





- 14.15. The Company may at any time transfer or reissue to a third party any or all of its rights, privileges or obligations in accordance with this Contract or the full execution of this Contract provided that the User is provided with a written notice 15 working days before the transfer of the corresponding rights or obligations. These actions can be performed without restrictions in the event of a merger or takeover of the Company by a third party, reorganization of the Company, termination of its activities, full or partial sale or transfer of the business or assets of the Company to a third party.
- 14.16. The parties agree and understand that in the event of the transfer or assignment of rights or obligations to third parties, the Company will receive the right to disclose and / or transfer all of the User's information (including, in particular, personal data, reporting, correspondence, legal audit data, documentation identifying the User , files and records) and, if necessary, to transfer the User's virtual assets, subject to the written notification to the User 15 working days prior to the transfer of the relevant rights and and liabilities.
- 14.17. The user has no right to transfer, assign, assign, or otherwise transfer or claim the transfer of his rights or obligations in accordance with this Contract, only with the written consent of the Company.
- 14.18. The official language of the Company is Russian. The user should always refer to the Company's website for information about the Company and its activities. Translation or information in other languages is provided solely by obligations, and also does not have responsibility for the accuracy of the information contained in such information.
- 14.19. The Parties recognize the legal force of documents created in electronic form during the interaction of the Parties under this Contract, equal to the legal force of documents in paper form (in writing).
- 14.20. The Company, partner and / or any other person who may be associated with the Company may have an interest or relationship that may conflict with the interests of the User. The User hereby acknowledges that he is aware of the possibility of a conflict of interest and agrees that the Company should act despite such a conflict.
- 14.21. In the event of situations not regulated in this Contract and other annexes thereto, as well as in any documents of the Company and / or current legislation, the Company will act in accordance with accepted market practice, based on the principles of honesty and fairness.
- 14.22. By accepting the terms of this Contract, the User declares and agrees that he fully understands and accepts the rights and obligations specified in this Contract, considers them to be exhaustive and complete.
- 14.23. If any clauses of the Contract are unclear, the User has the right to contact the Company to clarify the terms of this Contract by e-mail legal@amir.capital.

I have read and agree to the terms of the Contract of Order





# **RISK NOTICE**

#### Introduction

This Notice is an integral part of the Order Contract set forth in the Public Offer of the Company on the website www.amir.capital. All Users and potential Users should carefully familiarize themselves with the risks described in this document before contacting the Company with a request to open an Investor Account and begin conducting investment operations with the support of the Company. It should be noted that in this document it is impossible to reflect all potential risks and other significant aspects of the cryptocurrency market due to the variety of possible situations. This warning is intended to objectively and reliably explain the general nature of the risks associated with the implementation of investment operations on cryptocurrency markets (including trading on them). Risk of loss of funds in making investment transactions in cryptocurrency markets can be significant. The company strongly recommends that the User comprehensively consider the acceptability of such operations for him in terms of his financial resources.

### 1. General

- 1.1. Exchange trading in cryptocurrency pairs, the trading services of which provided by the Company, these are non-deliverable transactions with immediate settlement that allow you to make a profit as a result of changes in the price of virtual assets (cryptocurrencies, tokens, coins, or, from time to time, any other digital assets at the discretion of the Company). If a change in the value of virtual assets is beneficial to the Company, the User can make good profit, but an equally insignificant movement of the market in the opposite direction can lead to a complete loss of the User's assets in a short time. Therefore, the User should not invest in operations in the cryptocurrency markets if he is not ready to take the risk of a complete loss invested funds.
- 1.2. Trading in cryptocurrency pairs (like any other types of exchange trading) is EXTREMELY SPECIAL AND VERY RISKY and is not intended for a wide range of people, but only for investors who:
- a) understand and are ready to assume the economic, legal and other risks associated with this type of trade;
- b) take into account their personal financial situation, material resources, lifestyle and obligations and are financially prepared for the complete loss of investments made;
- c) possess the necessary basic knowledge to understand the mechanism of trading on cryptocurrency platforms.
- 1.3. The company does not provide the User with extended and in-depth advice on issues of trading on cryptocurrency platforms, and also does not provide any recommendations on the placement of investments. Therefore, if the User does not understand the risks associated with this type of investment, he is not recommended to make such investments at all.
- 1.4. Information on previous trading indicators does not guarantee that in the present and / or future these indicators will remain at the same level. Based on previous data, it is impossible to make a reliable forecast regarding future performance of financial instruments, which include the above data.





1.5. The price of virtual assets can be influenced by many factors, including, but not limited to, national and international economic, financial,

regulatory, political, terrorist, military and other events. Strong price changes can occur at any time, which can lead to a potential loss of the value of all your investments in virtual assets, a complete or partial loss of purchasing power, as well as difficulties or complete inability to sell or exchange your virtual assets. Please make sure that you do not risk funds that you cannot afford to lose. The Company is under no circumstances liable for any loss or damage of any kind incurred as a result of using the services and services provided on the Site.

#### 2. Technical risks

- 2.1. Neither the Company nor the Users are liable for the risks of financial losses arising from a malfunction, malfunction, temporary shutdown, disconnection or malicious operation of information, communication, electrical, electronic or other systems.
- 2.2. If the User conducts any operations in the Personal Account on the Site, then he is exposed to risks associated with the operation of this system, including the risk of failure of hardware and software, servers, data lines and the Internet. As a result of any such failure, the application executed by the User may not be executed in accordance with his instructions or not executed at all. The company is not liable in the event of such a failure.
- 2.3. The user must be aware that unencrypted information transmitted by e-mail is not protected from unauthorized access.
- 2.4. The user should also be aware that the Internet may be subject to various malfunctions that may prevent them from gaining access to the Company Website, in particular, malfunctions such as a stop or violation of data transmission, malfunctions in the operation of hardware and software, inability to connect to the Internet, malfunctions in urban electricity networks or hacker attacks. The company is not liable for damage or loss resulting from these malfunctions that are not dependent on the Company, as well as for any other losses, expenses, debts or expenses (including lost profits) incurred as a result of the User's inability to access the Company's Website, or due to a delay or failure to send applications or making operations.
- 2.5. In connection with the use of computer equipment, digital data and voice communication systems, among other risks, which could result in losses for which the Company does not is liable, Users may be exposed to the following risks:
- a) the termination of the supply of electricity by the User, service provider or telecom operator (including voice communication),

which serves the User;

- b) mechanical damage (or destruction) of communication channels used for communication between the User and the service provider (telecom operator);
- c) interruptions in communication (unacceptably low quality of communication) used by the User or the Company or in communication used by the service provider or telecom operator (including voice) serving the User or the Company;





- d) when making operations on telephone communication lines (land or mobile), the User is at risk of difficulties when calling a subscriber if he tries to reach the Company due to poor communication quality and excessive load on communication lines;
- e) the use of communication channels, hardware and software pose a risk that the message (including text message) of the Company will not be received by the User.
- 2.6. The User may suffer financial losses due to the materialization of the above risks, in which case the Company is not responsible for the damage caused and all responsibility for all associated risks lies with the User.

# 3. Operational and other risks

Neither the Company nor the Users are liable for operational and other risks, including, but not limited to, the following:

- suspension or restriction of trading on cryptocurrency exchanges;
- incorrect reflection of a trading operation;
- restriction of the work of Internet resources (including a ban on the distribution of sites related to the work of the Attorney and / or cryptocurrency exchanges), closing the exchange or blocking the work of the Attorney;
- failure of the accounting or computer systems of the company, trading systems, depositories;
- -delayed delivery or non-delivery of cryptocurrency by third parties; any restriction of circulation of cryptocurrency by bodies authorized by the legislation of the relevant state; -natural risks a risk independent of human activities (natural disaster risks: earthquake, flood, hurricane,
- typhoon, blow

lightning, etc.);

- technological risks - the risk generated by human economic activities (emergency situations, fires, etc.).

### 4. Use of the Site

- 4.1. The Company warns the User that when using the Site, he assumes the risk of material losses that may result, inter alia:
- a) a failure of the equipment or software used by the User, or poor connection quality;
- b) failure, malfunctioning or use of the hardware or software of the Company or the User;
- c) improper operation of equipment used by the User.
- 4.2. Applications in the queue can be executed one at a time. Several applications sent simultaneously in one Personal Account may not be executed.
- 4.3. If the User has not received the result of the execution of the Application previously sent to him and decides to resubmit it, the User should be prepared to take the risk of two operations instead of one.

# 5. Communication between the Client and the Company

5.1. The User assumes the risk of any material losses caused by the fact that the User received a notification from the Company with a delay or did not receive it at all.





5.2. The Company is not liable in the event that third parties without authority have access to information, including email addresses, electronic communications and personal information, at the time of transfer of the specified data between the Company and the User or when using the network Internet, other network communications, telephone, or any other electronic communications.

# 6. Force majeure circumstances

- 6.1. The User assumes the risk of any material losses caused by the fact that the User received a notification from the Company with a delay or did not receive it at all.
- 6.2. The Company is not liable in the event that third parties without authority have access to information, including email addresses, electronic communications and personal information, at the time of transfer of the specified data between the Company and the User or when using the network Internet, other network communications, telephone, or any other electronic communications.

# 7. Volatility

- 7.1. Since cryptocurrency pairs are traded in a wide intraday range with volatile price fluctuations, the User must take into account the fact that when trading, there is not only the probability of making a profit, but also the risk of losses, while the investment can even completely depreciate. Virtual assets can be extremely volatile. The prices of virtual assets can fluctuate sharply over a wide range, as well as respond to unpredictable events or changes in circumstances beyond the control of the User or the Company, such as, inter alia, changes in the relationship between supply and demand, state, financial, commercial and trading programs and politicians, state and international political and economic events and the prevailing psychological characteristics of the relevant market.
- 7.2. In addition, market risks are likely, that is, risks of changes in prices, rates and other market parameters that are beyond control

Attorney - including, but not limited to: an unforeseen change in prices, which can lead to a decrease in the investor's cryptocurrency cost and direct losses even without transactions on the cryptocurrency market. Price changes can occur for other reasons that are independent of the Attorney and cannot be predicted by the Attorney with a sufficient degree of accuracy, for example, DDoS attacks.

# 8. Commission and taxes

- 8.1. Before starting investment operations, the User must receive detailed information about all types of commission and payment that will be deducted from him for the provision of Services. The user must independently learn about changes in the terms of payment.
- 8.2. If any types of payment are not presented in tangible terms, but, for example, make up a certain percentage of the pool's profitability, etc., then the User must make sure that he knows the potential value of such payment.
- 8.3. A company may charge a due payment at any time.





- 8.4. There is a risk that if the User receives income from his investment activities, such income may be taxed and / or other duties due to changes in the legislation or personal circumstances of the User. The company does not guarantee the absence of the need to pay taxes and / or any other state duties. The company does not provide tax advice.
- 8.5. The user is solely responsible for paying taxes and / or any other payments to the state payable in connection with his investment activities.

### 9. Legal restrictions

The user assumes financial and other risks in the event that

the implementation of operations (and related activities) on cryptocurrency markets is prohibited or limited by the legislation of the country of the user's permanent residence. Current legislation (for example, the lack of a clear taxation mechanism, frequent changes in legislation) does not always allow to resolve the problems that the Attorney faces in the framework of the execution of this Agreement.

### 10. Tips and tricks

10.1 When users place applications, the Company does not provide

Users are informed about the merits of a particular transaction and does not provide any investment advice. The user should be aware that the services of the Company do not include the provision of investment advice on cryptocurrency assets. The company independently makes the necessary decisions, guided only by its own considerations. The user confirms that he possesses the necessary knowledge, understands the consultation mechanisms of the market, consulted for professional and has the necessary experience to independently evaluate all the advantages and risks of any transaction. The Company does not provide guarantees of compliance of virtual assets with the goals of the User, and does not assume fiduciary obligations in relation to the User.

- 10.2. The Company does not undertake to provide the User with any legal, tax or other advice related to any operation. If the User is not sure whether he is obliged to make any tax deductions, then he should seek independent professional advice. We hereby warn the User that tax legislation periodically undergoes changes.
- 10.3. From time to time, the Company may at its discretion provide

Information, recommendations, news, market comments or other information to the user (which may also be provided in the form of a newsletter posted on the Company's website, distributed to subscribers through the Website, Personal Account or in any other way), but not as a service. When providing such information:

- a) The company is not responsible for the content of the information;
- b) The Company does not guarantee the accuracy, correctness and completeness of the information provided, as well as the absence of tax or legal consequences of any transactions made on the basis of this information;
- c) this information is provided solely so that the User can independently make investment decisions, and is not a form of investment advice or voluntary sales promotion of financial products;
- d) if the document contains a restriction on the persons or categories of persons for whom this information is intended, the User shall not transfer this document to other persons or categories of persons;





- f) The User agrees with the fact that before sending information, the Company can independently take certain actions based on it. The Company does not guarantee the time of receipt of information by the User or the fact that he will receive data at the same time as other Users.
- 10.4. It should be understood that market comments, news or other data provided by the Company are subject to change and may be deleted at any time without prior notice.

